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**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

**SUNLIGHT SUPPLY, INC.  
5408 NE 88<sup>th</sup> Street  
Vancouver, Washington, 98665**

**Plaintiff,**

**vs.**

**ALADDINSLIGHTS, INC. fnka  
MARKETING MANAGEMENT  
SOLUTIONS, INC. dba  
ALADDINSLIGHTS.COM AND  
PLANTLIGHTING.COM  
2201 Pinnacle Parkway, Unit A  
Twinsburg, Ohio 44087**

**Defendants.**

**Case No.:**

**COMPLAINT**

**PLAINTIFF ALLEGES:**

**JURISDICTION**

1. Jurisdiction is founded on the existence of a diversity of jurisdiction pursuant to 28 U.S.C. Section 1332, *et seq.*

2. This Court has jurisdiction of the subject matter of this action pursuant to 28 U.S.C. Section 1332, which states that the District Courts shall original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000.00 and is between citizens of different States.

3. This Court has personal jurisdiction over the parties in this action as a result of the Defendants' wrongful acts hereinafter complained of occurred in the State of Ohio.

**VENUE**

4. Pursuant to Title 47 U.S.C. Section 605, venue is proper in the Northern District of Ohio, because a substantial part of the events or omissions giving rise to the claim occurred in this District.

**INTRADISTRICT ASSIGNMENT**

5. Assignment to the Eastern Division is proper because a substantial part of the events or omissions giving rise to the claim occurred in Summit County and/or the United States District Court for the District of Ohio has decided that suits of this nature, and each of them, are to be heard by the Courts in this particular Division.

**THE PARTIES**

6. Plaintiff, SUNLIGHT SUPPLY, INC is, and at all relevant times mentioned was, a Washington corporation with its principal place of business located at 5408 NE 88<sup>th</sup> Street, Vancouver Washington 98665.

7. Defendant ALADDINSLIGHTS, INC. fnka MARKETING MANAGEMENT SOLUTIONS, INC. dba ALADDINSLIGHTS.COM AND PLANTLIGHTING.COM is a Florida Corporation, licensed to do business in the State of Ohio and whose principal place of business is at 2201 Pinnacle Parkway, Unit A, Twinsburg, Ohio 44087.

**Count I**

8. Plaintiff restates and reavers each and every allegation set forth in Paragraphs 1 through 7 as if fully written herein.

9. In November 2000, Plaintiff and Defendant began to conduct business, whereby the Defendant would place orders for lighting and other growing equipment. Upon receipt of

1 these orders, the Plaintiff would ship the ordered equipment and issue the appropriate  
2 invoices.

3 10. Under that business arrangement, the Defendant owes to the Plaintiff, upon a  
4 statement of account for the goods, materials and/or services provided and delivered by  
5 Plaintiff to Defendant, the sum of \$260,584.37. A copy of the Account Statement is  
6 attached hereto as Exhibit "A".

7  
8 **Count II**

9 11. Plaintiff restates and reavers each and every allegation set forth in Paragraphs 1  
10 through 10 as if fully written herein.

11 12. All of the goods, materials and/or services set forth on Exhibit "A", were ordered by  
12 and deliver to or on behalf of the Defendant under the implied contract that Defendant  
13 would pay for said goods, materials and/or services.

14 13. Under that implied contract, the Defendant owes the Plaintiff for all said goods,  
15 materials, and/or services in the amount of \$260,584.37.

16 **Count III**

17 14. Plaintiff restates and reavers each and every allegation set forth in Paragraphs 1  
18 through 13 as if fully written herein.

19 15. Plaintiff reasonably relied upon the Defendant's authorization to provide goods,  
20 materials and/or services and that the Defendant would timely pay for the same.

21 16. As of the date of the filing of this Complaint, \$260,584.37 remains due and owing.

22 17. The reasonable value of the goods, materials and/or services delivered to or on  
23 behalf of the Defendant all of which were accepted by the Defendant is \$260,584.37.

24  
25 **Count IV**

26  
27 19. Plaintiff restates and reavers each and every allegation set forth in Paragraphs 1  
28 through 18 as if fully written herein

1 20. Pursuant to the Business Application and Agreement for Credit entered into  
2 between the parties, the Plaintiff is entitled to an award of all costs and reasonable attorney  
3 fees incurred. A copy of that Agreement is attached hereto as Exhibit "B".

4 **WHEREFORE, Plaintiff prays for judgment against Defendant**  
5 **ALADDINSLIGHTS, INC. fnka MARKETING MANAGEMENT SOLUTIONS,**  
6 **INC. dba ALADDINSLIGHTS.COM AND PLANTLIGHTING.COM on Counts**  
7 **One, Two and Three of its Complaint in the amount of \$260,584.37 together with**  
8 **prejudgment contractual interest rate of 18% from October 22, 2015, and on Count**  
9 **Four for all costs and expenses incurred including all reasonable attorney fees, and**  
10 **for such other and further relief as this Honorable Court may deem just and proper.**

11  
12 Respectfully submitted,

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14  
15 */s/ Jeffrey L. Koberg*

16 **ZIEGLER METZGER LLP**

17 Jeffrey L. Koberg (0047386)

18 925 Euclid Ave, Suite 2020

19 Cleveland, Ohio 44115

20 216-781-5470-(f) 216-781-0714

21 jkoberg@zieglermetzger.com

22 Attorney for Plaintiff  
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